

**DOCUMENT 00710****SPECIAL CONDITIONS**

**SC-1 DESCRIPTION OF THE WORK:** The work consists:

**Prosperity Drive Water and Sewer Improvements:**

**Division I Base Bid Work– Metering Station and Jack & Bore Under Dean Forest Road:**

The proposed work for Division I consists of connection to the existing City of Savannah 24-inch I&D water main, jack and bore 36" steel casing under Dean Forest Road and construction of new municipal water metering station within Prosperity Drive Right-of-way.

**Division II Additive Alternative Work – Water Main along Prosperity Drive to McCraney Property:**

The proposed work for Division II includes installation of approximately 1,800 linear feet of 18-inch water main along Prosperity Drive between new metering station and McCraney property line as indicated in the construction plans.

**Division III Additive Alternative Work – Water Main from Metering Station to Airport Park Drive:**

The proposed work for Division III includes jack and bore 30" steel casing under prosperity Drive and installation of approximately 1,000 linear feet of 16-inch water main along Dean Forest Road between Prosperity and Airport Park Drives.

**SC-2 COMMENCEMENT AND COMPLETION OF WORK:** The Contractor shall commence work within 15 days after Notice to Proceed is issued.

The Work for all **Divisions (I,II, and III)** will be substantially complete within 334 days after the date when the Contract Times commences to run as provided in the General Conditions, and completed and ready for final payment in accordance with the General Conditions within 365 days after the date when the Contract Times commences.

If the Contractor fails to prosecute the work with such diligence as will insure the completion of each portion of the work within the time shown on the above schedule, plus any extensions made in accordance with Article 12 of the General Conditions; and, if the Owner does not exercise reservations as set forth in Article 13 of the General Conditions, the Contractor shall continue the work in which event liquidated damages for the delay will be impossible to determine. In lieu thereof, liquidated damages in the amount of \$1,000.00 per each day of delay of the work until the work is completed.

**SC-3 DRAWINGS:** The work shall conform to the following drawings, all of which form a part of, and are included in, these specifications and are available in the office of Thomas & Hutton Engineering Co., 50 Park of Commerce Way, Post Office Box 2727, Savannah, Georgia 31402-2727.

**Prosperity Drive Water and Sewer Improvements:**

<b>SHEET NO.</b>	<b>TITLE</b>	<b>DATE</b>	<b>FILE NUMBER</b>
CO	Cover Sheet	10/10/19	24540.0030
G1.0	General Notes	10/10/19	24540.0030
V1.1	Survey Control Plan	10/10/19	24540.0030
C0.1	Overall Phasing Plan	10/10/19	24540.0030
C1.0	Overall Water Main Site Plan	10/10/19	24540.0030
C1.1 – C1.6	Water Main Plan & Profile	10/10/19	24540.0030
C4.1 – C4.3	Water Details	10/10/19	24540.0030
S1.0	Meter Station Structural Notes	10/10/19	24540.0030
S2.0	Meter Station Plan	10/10/19	24540.0030
S3.0	Meter Station Building Section Views	10/10/19	24540.0030
S4.0	Meter Station Typical Structural Details	10/10/19	24540.0030
S5.0	Meter Station Sections & Details	10/10/19	24540.0030
EC0.1	Erosion Control Site Plan	10/10/19	24540.0030
EC1.1 – EC1.2	Erosion Control Notes	10/10/19	24540.0030
EC1.3	Erosion Control Details	10/10/19	24540.0030
EC1.4	Erosion Control Details & Checklist	10/10/19	24540.0030
EC2.1 – EC2.6	Erosion Control Plan	10/10/19	24540.0030
E1.0	Meter Station Electrical Site Plan	10/10/19	24540.0030
E1.1	Meter Station Floor Layout	10/10/19	24540.0030

**SC-4 LAYOUT OF WORK:** Control lines and master benchmarks will be furnished by the Owner. The Contractor will lay out work and will be responsible for all measurements in connection therewith.

**SC-5 OBSERVATIONS AND TESTS:** Before acceptance of the whole or any part of the work, it shall be subjected to observation and tests to determine it is in accordance with the plans and specifications. The Contractor will be required to maintain all work in a first class condition for a 30 day operating period after the same has been completed as a whole and the Engineer has notified the Contractor in writing the work has been finished. The Contractor [Owner] shall pay for all testing and shall engage a mutually acceptable laboratory or qualified individual to conduct the tests in accordance with these specifications. No portion of the work will be accepted until tests prove it has been satisfactorily completed. The Contractor shall give the Project Engineer or Project Representative a minimum of 48 hours notices for all required observations or tests.

**SC-6 BONDS:** The Performance Bonds in the amount of 100% of the contract amount and Payment Bonds in the amount of 100% of the contract amounts shall be furnished in accordance with Article 5 of the General Conditions.

**SC-7 CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE:** The Contractor shall not commence work under this contract until obtaining all the insurance required under this paragraph and such insurance has been accepted by the Owner, nor shall the

Contractor allow any Subcontractor to commence work on a subcontract until the insurance required of the Subcontractor has been so obtained and accepted.

- a. Compensation and Employer's Liability Insurance: The Contractor shall take out and maintain during the life of the contract the statutory Worker's Compensation and Employer's Liability Insurance for all of its employees to be engaged in work on the project under the contract and, in case and such work is sublet, the Contractor should require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all the latter's employees to be engaged in such work.
- b. Bodily Injury Liability and Property Damage Liability Insurance: The Contractor shall take out and maintain during the life of the contract Bodily Injury Liability and Property Damage Liability Insurance to protect itself and any Subcontractor performing work covered by the contract from claims for damages or personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under the contract, whether such operations be by the Contractor, Subcontractor, or anyone directly or indirectly employed by either of them and the amount of such insurance should be not less than:
  - (1) Bodily Injury Liability Insurance, in an amount not less than \$1,000,000.00 for injuries, including wrongful death to any one person and subject to the same limit for each person in an amount not less than \$2,000,000.00 on account of one accident. Contractual liability should be endorsed on the policy.
  - (2) Property Damage Insurance in an amount not less than \$1,000,000.00 for damages on account of any one accident, and in an amount not less than \$2,000,000.00 for damages on account of all accidents.
- c. Builder's Risk Insurance (Fire and Extended Coverage): The Contractor shall have adequate fire and standard extended coverage, with a company or companies acceptable to the Owner, in force on the project.  
  
The provisions with respect to Builder's Risk Insurance shall in no way relieve the Contractor of its obligation of completing the work covered by the Contract.
- d. Proof of Carriage of Insurance: The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations, effective dates, and date of expiration of policies. Such certificates shall contain substantially the following statement: "The insurance covered by this certification shall not be cancelled or materially altered, except after ten (10) days written notice has been received by the Owner."

**SC-8 HOLD HARMLESS CLAUSE:** The Contractor agrees to hold harmless, indemnify and defend the Owner and its agents, architects, engineers and employees from and against any and all claims, losses, damages, demands, causes of action and any an all related costs and expenses, of every kind and character, growing out of, incidental to, or resulting

directly or indirectly from the Contractor's performance of the work described herein, whether such loss, damage, injury, or liability is contributed to by the negligence of the Owner, its agents, architects, engineers, or employees, except the Contractor shall have no liability for damages or the costs incidental thereto caused by the sole negligence of the Owner, its agents, architects, engineers, or employees. The Contractor will require any and all subcontractors to conform with the provisions of this clause prior to commencing any work and agrees to ensure this clause is in conformity with the insurance provisions of the contract.

**SC-9 CONTRACTOR'S STATUS:** It is agreed the Contractor shall occupy the status of an Independent Contractor and the Contractor's employees are not employees of the Owner.

**SC-10 CONTRACTOR'S AFFIDAVIT:** Upon completion of the work and prior to final payment and settlement of all sums due hereunder, Contractor will furnish to Owner a Contractor's Affidavit in the usual form submitted by Contractor under the laws of the State of Georgia, to the effect all bills for labor, materials and services in connection with said contract have been paid in full, acknowledging receipt of the contract price and averring there are no outstanding claims under said contract which could become a lien on the real estate arising out of said contract.

**SC-11 RESIDENT PROJECT ENGINEER:** The Owner reserves the right to furnish a Resident Project Engineer as deemed necessary to insure the Project quality control and conformance to Plans and Specifications, who will act as the Owner's Representative on the Project and will have the authority of the Engineer as set forth in the Contract Documents.

**SC-12 BARRICADES, DANGER AND WARNING SIGNS:** The Contractor shall install and maintain barricades, suitable and sufficient lights, danger signals, signs, and other traffic control devices and shall take all necessary precautions for the protection of the work and safety of the public. Lanes closed to traffic shall be protected by effective barricades, lighted during hours of darkness. Suitable warning signs shall be provided to control, direct traffic, and warn pedestrians. Upon completion all barricades, signs and the like shall be removed.

**SC-13 TOOLS, PLANT AND EQUIPMENT:** If at any time before the commencement or during the progress of the work, tools, plant or equipment appear to the Engineer to be insufficient, inefficient or inappropriate to secure the quality of the work required or the proper rate of progress, the Engineer may order the Contractor to increase their efficiency, to improve their character, to augment their number, or to substitute new tools, plant, or equipment, as the case may be, and the Contractor must conform to such order; but a failure of the Engineer to demand such increase of efficiency, number, or improvement shall not relieve the Contractor of its obligation to secure the quality of work and the rate of progress necessary to complete the work within the time required by the contract to the satisfaction of the Owner.

**SC-14 ACCIDENTS:** The Contractor shall provide, at the site, such equipment and medical facilities as are necessary to supply first-aid service to anyone who may be injured in connection with the work. The Contractor must report in writing to the Engineer all accidents whatsoever arising out of, or in connection with, the performance of the work, whether on or adjacent to the site, which causes death, personal injury or property damages, giving full details and statement of witnesses. In addition, if death or serious

injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the Contractor and any subcontractor on account of any accident, the Contractor shall promptly report the facts to the Engineer, giving full details in writing of the claim. The Contractor shall advise its superintendent and foreman, who are on the site of the work, the name of the hospital and phone number and the name and phone number of the doctor to use in case of an accident.

**SC-15 SANITARY PROVISIONS:** The Contractor shall provide temporary sanitary facilities for the use of the workmen during the progress of the work. The sanitary facilities shall conform to the requirements of the County Health Engineer. All facilities shall be removed at the completion of the contract.

**SC-16 MODIFICATION OF QUANTITIES:** The itemized quantities shall be considered by the Contractor as the quantities required to complete the work for the purpose of bidding. Should actual quantities required in the construction of the work be greater or less than the quantities shown on the items, an amount equal to the difference in quantities at the unit prices for the item will be added to or deducted from the contract price.

When itemized quantities are not given in the Proposal, the work shown on the plans or specified shall be considered by the Contractor to be included in the contract for the lump sum prices bid.

**SC-17 RESPONSIBILITY REGARDING EXISTING UTILITIES AND STRUCTURES:** The existence and location of underground utilities will be investigated and verified in the field by the Contractor before starting work. The Contractor shall call for underground utility locations. Underground utilities location service can be contacted at 1-800-282-7411 (GA). The location of all known interferences based on the best information available has been shown on the drawings, but this information may not be complete. Excavation in the vicinity of existing structures and utilities shall be carefully done by hand. The Contractor shall be held responsible for any damage to and for maintenance and protection of existing utilities and structures. The Contractor is responsible for coordinating with the utility companies any relocation, adjustment, or replacement of utility facilities.

**SC-18 INTERRUPTION OF UTILITY SERVICE:** The Contractor's operations shall be conducted to interfere as little as possible with utility services. Any proposed interruption by the Contractor must be accepted in advance by the Engineer.

**SC-19 OMISSION:** The drawings and specifications shall both be considered as a part of the contract. Any work and material shown in the one and omitted in the other, or described in the one and not shown in the other, or which may fairly be implied by both or either, shall be furnished and performed as though shown in both, in order to give a complete and first class job.

**SC-20 MEASUREMENT AND PAYMENT:** Measurement and payment shall be made for the units and at the lump sum contract prices shown on the Bid Schedule. Direct payment shall only be made for those items or work specifically listed in the proposal and the cost of any other work must be included in the contract price for the applicable items to which it relates.

**SC-21 "OR EQUIVALENT," CLAUSE:** Although the plans and specifications make reference to particular manufacturers and model numbers for various products, such reference is

made only to establish function and quality of such products. If it is desired to use materials or equipment of trade names or of manufacturer's names that are different from those mentioned in the contract documents, information pertaining to such items must reach the hands of the Engineer at least 10 days prior to the date set for the opening of bids. The burden of proving equality of a proposed substitute to an item designated by trade name or by manufacturer's name in the contract document rests on the party submitting the request for acceptance. The written application for review of a proposed substitute must be accompanied by technical data that the party requesting review desires to submit in support of its application. The Engineer will give consideration to reports from reputable independent testing laboratories, verified experience records showing the reputation of the proposed product with previous users or any other written information that is reasonable in the circumstances. The application to the Engineer for review of a proposed substitute must be accompanied by a schedule setting forth in what respects the material or equipment submitted for consideration differs from the materials or equipment designated in the contract documents. The degree of proof required for acceptance of a proposed substitute as equivalent to a named product is the amount of proof necessary to convince the Engineer beyond all doubt. To be acceptable, a proposed substitute must, in addition, meet or exceed all express requirements of the contract documents.

If submittal is accepted by the Engineer, an addendum will be issued to all prospective bidders at least five days prior to the date set for the opening of bids.

The Engineer shall be the final judge on questions of similarity and equality.

**SC-22 SAFETY AND HEALTH REGULATIONS:** The Contractor shall comply with the Department of Labor Safety and Health Regulations for Construction promulgated under the Occupational Safety and Health Act of 1970 as amended through January 1, 2004 (PL 91-596) and under Section 107 of the Contract Work and Safety Standards Act (PL 91-54). The regulations are administered by the Department of Labor and the Contractor shall allow access to the project to personnel from that Department.

**SC-23 RECORD DATA AND DRAWINGS:** The Contractor shall keep accurate, legible records of the locations, types, and sizes of sanitary lines, service laterals, manholes, cleanouts, water lines, fittings, valves, hydrants, drainage pipes, drainage structures, and other related work performed under this project. Where proposed and existing utilities cross, the Contractor shall measure and record the horizontal location and vertical separation between each crossing. Separation shall be measured between exteriors of pipes. On a set of project prints provided by the Owner, the Contractor shall prepare a set of "record" drawings from the data stated above. The horizontal locations of all portions of items installed on this project shall be accurately tied down to features that are physical and visible, such as property corner markers and/or permanent type structures. Invert elevations of all manholes, storm sewers and structures, sanitary sewers and lift stations shall be clearly indicated. These "record" drawings shall be kept clean and dry and maintained in a current state with the progress of the work. If at any time, a copy of this plan or portion of it is requested by the Owner, such copy shall be made available within 24 hours after the request is made.

Before final acceptance of the completed installation and final payment by the Owner, the Contractor shall deliver to the Engineer, four sets of "Record" Drawings accurately depicting the horizontal and vertical as-built data described in the above paragraph. "Record" drawings for the items installed on this project shall be certified by a licensed

surveyor, other than Thomas & Hutton, registered in Georgia. The size of the drawings shall be 24" x 36". The "Record" drawings shall have a coordinate system based on the Georgia State Plane Coordinate System, East Zone, North American Datum of 1983 (NAD83). Elevations shall be based on the North American Vertical Datum of 1988 (NAVD 88). All measurements and coordinates shown shall use the U.S. Survey flood definition. Coordinates shall be shown on all drainage structures, sanitary sewer manholes, storm manholes/boxes, valve boxes/vaults, valve manholes, valves, fire hydrants, fittings, and all other related work performed under this contract. Vertical data including but not limited to, structure and manhole frame and inverts, pipe inverts, lift station frame, inverts, control levels, bottom, site grading, and as-built grading shall be shown. In addition to the "Record" drawings, Contractor shall deliver to Engineer electronic AutoCAD (v. 14 or later) files of all the data described above on a CD-ROM.

**SC-24 PROPERTY CORNERS:** The Contractor shall be responsible for restoring any property corners or monuments disturbed during construction. They shall be restored by a professional surveyor registered in the State of Georgia.

**SC-25 VIDEO:** A video showing existing site conditions shall be made by the Contractor prior to start of construction. Contractor shall provide Owner and Engineer a copy of the video. Contractor is encouraged to record any existing damaged facilities that could be **questioned later by property owners. A written or recorded narrative shall be provided with** the video. Engineer shall be notified 72 hours in advance making the video. Contractor is responsible for all costs associated with video and shall be considered a subsidiary part of the contract.

**SC -25 APRIL 13<sup>TH</sup>, 2020 BID PROCESS ADDENDA:** Attached in this section are "Prosperity Drive Water and Sewer Improvements" April 13, 2020 bid process Addenda. The attached addenda are made available for all bidders as aid in preparation of their bid proposals. The addenda issued prior to April 13<sup>th</sup>, 2020 bid does not require bidder's acknowledgement.